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Case 08-35653-KRH Doc 1293

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cument Page 2 of 19 MOTOROLA **SALES INVOICE** Document ___

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

INVOICE DATE 05-NOV-08 PURCHASE ORDER NO. 2160296 CUSTOMER NO. 5002277 DUE DATE 05-DEC-08 COMMERCIAL INV NO. 8831904

INVOICE NO.

7121991

SHIP TO LOCATION: 0353

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 680 S LEMON AVE STORE #353 / ANTHONY CALLES

WALNUT CA 91789

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	s	SALESMAN		GEO CODE NO
90382413	26-SEP-08	OM-STANDARD ORDER MIXE DF1 NET 30		NET 30	COLEE	COLEEN BOHNERT		050377675
P/S BATCH # 312932	P/S NO. 8831904	SHIPPED VIA JPS SUPPLY CHAIN SOLUT		BILL NUMBER 10578756	NO. OF PKGS. 324	WEIGHT 1231.2	05-	SHIP DATE

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION		QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	A\$\$Y,AUTO/NAV,EIHF,T50	05,D650		1620	70.65	114,453.00
	;						
i							
REIGHT CHAR	GES ON THIS INVOICE MA	AY BE CONSOLIDATED FOR	Make checks payable to General Instrumer	nt, dba Connected Home	Solutions	MERCHANDISE	114,453.00
SEVERAL PACK	ING SLIPS.		Business of Motorola, Inc Record Invoice our plant. All claims for allowance must be Do not return merchandise without our pern	made within 10 days from	date of invoice.	TAX	114,453.00

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE

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our plant. All claims for allowance must be made within 10 days from date of invoice Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice, it has fully compiled with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, an of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 18044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	114,453.00
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	114,453.00

edastistatinas ar antenna system and/or a multiple multip	seddywy Seller to Buyer hereur
knisheidarjajam, and (iii) bese goods and/or services will not directly or indirectly be used to further the ilegal theft of services or any other unauthorized receipt, interception, publication, d	bodylings that routh, goods do so
interference with any privately owned transmissions of information.	
5	le transcisco to compromise e
macknowledgm to INCOTERMS 2000. Consistent with the foregoing and unless otherwise specified on the front hereof, the prices specified herein do not include any insurance, transportation, shipping, ta	and Buyderpeanicined from us

TERMS OF SALE OF GOO	OF SALE OF GOODS AND / OR SERVICES
1. REPRESENTATION OF BUYER. Buyer represents and warrants that (i) it is (or it is acting as a distributor, repair anner or other agent for a bird purty which is) duly licareed to openie a cobbe lateration system, early in the species and or early as but justices from Seles under the Add Addressed For the Pivil to use the selection of the Addressed For the Pivil to use	his Order: IBI Intallisation Property Intellination. Solider will defend any exit or proceeding brought against Buyer to the extent that each suit or proceeding is based on a claim that goods manufactured and Select ability of proceeding of being of the process of the process of the page and the process of the page and the page
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ig any value access or s id at cost lo, and paid b h notice shall be lo	The analysis are application that show the plantines of the say deplaced beginning the plantines of the plan
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	Beigned populated (i) in Seller's sole judgment. Buyer's financial condition does not justify the terms of payment applicable from time and Buyer shall not immediately comply with any modific. ###################################
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SALES INVOICE

Pocument Page 4 of 19 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE RICHMOND VA 23233

INVOICE DATE 05-NOV-08 PURCHASE ORDER NO. 2160294 CUSTOMER NO. 5002277 DUE DATE 05-DEC-08 COMMERCIAL INV NO. 8831906

INVOICE NO.

7121993

SHIP TO LOCATION: 0344

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 400 LONGFELLOW CT, STE A STORE #344 / NATALIE KAAIAWAHIA LIVERMORE CA 94550

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	SALESMAN		GEO CODE NO
90382415	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEE	COLEEN BOHNERT		050011820
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYBILL NUMBER		NO. OF PKGS.	WEIGHT		SHIP DATE
312932	8831906	JPS SUPPLY CHAIN SOLUT	5410578778		273	1037.4	05-	NOV-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505	,D650	1365	70.65	96,437.25
FREIGHT CHAR		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Hol Business of Motorola, Inc Record Invoice No. on your check. A	di shipments F.O.B.	MERCHANDISE	96,437.25
			our plant. All claims for allowance must be made within 10 days f Do not return merchandise without our permission. Merchandise	returned must be	TAX	0.00
CHARGE.	IICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represents that with respect to the articles and/or the performance of the services covered by this in complied with Section 6.7 and 12 of the Fair Lahor Standards Ar	voice. It has fully	FREIGHT/DELIVERY	0.00

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complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Molorola, inc., 101 Tournament Drive, Horsham, PA 19044. 19telphone No. (215) 323–1000.

MERCHANDISE	96,437.25
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	96,437.25
CURRENCY:	USD

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Filed 12/24/08 Entered 12/24/08 10:03:17 Desc Main

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

SHIP TO LOCATION: 0775

CIRCUIT CITY STORES, INC. 19925 INDEPENDENCE BLVD STORE #775 / RAY CURRENT

GROVELAND FL 34736

INVOICE NO. 7117087 INVOICE DATE 16-OCT-08 PURCHASE ORDER NO. 2169299 CUSTOMER NO. 5002277 DUE DATE 15-NOV-08 COMMERCIAL INV NO. 8824486

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SAI		SALESMAN		GEO CODE NO
90383223	09-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30		COLEEN BOHNERT		185	100693454
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYBILL NUMBER		NO.	OF PKGS.	WEIGHT		SHIP DATE
308881	8824486	UNITED PARCEL SERVICE	1Z05425X0370200093			2 30.72		16-	OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD 01	TH,AU,BDA-100S1 / RETAIL PKG W/	12	31.85	382.20
FREIGHT CHAR		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Hom Business of Motorola, Inc Record Invoice No. on your check. All	shipments F.O.B.	MERCHANDISE	382.20
			our plant. All claims for allowance must be made within 10 days fro Do not return merchandise without our permission. Merchandise re	om date of invoice.	TAX	0.00
PAST DUE INVO	DICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represents that with respect to the re articles and/or the performance of the services covered by this invo	pice. It has fully	FREIGHT/DÉLIVERY	0.00
MIU			complied with Section 6, 7 and 12 of the Fair Labor Standards Act. of regulations and orders of the United States Department of Labor Section 14 thereof. Inquiries should be directed to General Instrum	r issued under	TOTAL	382.20

Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

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Doc 1293

Case 08-35653 KRH

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SALES INVOICE

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

7117088
INVOICE DATE
16-OCT-08
PURCHASE ORDER NO.
2169297
CUSTOMER NO.
5002277
DUE DATE
15-NOV-08
COMMERCIAL INV NO.
8824490

INVOICE NO.

SHIP TO LOCATION: 0567

CIRCUIT CITY STORES, INC. 1901 COOPER DRIVE

STORE #0567 / TY TALAIFERRO

ARDMORE OK 73401

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS		SALESMAN		GEO CODE NO
90383226	09-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	COLEEN BOHNERT		370190050
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYBILL NUMBER		NO. OF PKGS,	WEIGHT		SHIP DATE
308881	8824490	UNITED PARCEL SERVICE	1Z05425X0370327368		4 61.44		16~	OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION		QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD O	TH,AU,BDA-100S1 / RETAI	L PKG W/	24	31.85	764.40
REIGHT CHAR	RGES ON THIS INVOICE MA	AY BE CONSOLIDATED FOR	Make checks payable to General In	istrument, dba Connected Home	a Solutions	MERCHANDISE	764.40
EVERAL PACE	KING SLIPS.		Business of Motorola, Inc Record our plant. All claims for allowance of Do not return merchandise without	nust be made within 10 days fro:	m date of invoice.	TAX	0.00

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

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prepaid to be accepted. Seller represents that with respect to the requisition of the prepara to de accepted. Senter represents that wint respect to the requisition of the articles and/or the performance of the services ecvered by this invoice. It has fully compiled with Section 5, 7 and 12 of the Fair Labor Standards Act. as amended, and or regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

764.40	MERCHANDISE
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Descriptions of forth herein are subject to change by Selex at any line upon not less than lenfold days prior noted to Selex and exclusive applications receipt to the selection of the control of selections and selections are also be to the control of selections and selections are also be selected to the selection of the control of selections are also selected to the selection are also selected to the selected to the selection are also selected to the selection	The stage compared to the stage of the stage
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sammesticature to Select Selection Shall have the finish the Man passession of the young of delivened have the selection of t	Withy grequired by Seller in accordance with Section 3, or (iii) if Buyer fails to pay for the goods and renvirous when payment is due or make arrangements to do which are accordance with Section 3, or (iii) if Buyer fails to pay for the goods and renvirous when payment is due or make arrangements to do which are accordance with Section 3, or (iii) if Buyer fails to pay for the goods and renvirous when payment is due or make arrangements to do which are accordance with Section 3, or (iii) if Buyer fails or the goods and renvirous when payment is due or make arrangements to do which are accordance with Section 3, or (iii) if Buyer fails or the goods and renvirous when payment is due or make arrangements to be a considered by the good of the
Percentage of the second percentage of the sec	only-underlaten systems with Solies or with may a place to part to providing financing to Buyes, or (v) If Buyes reagages the accuracy of conductivity in the scale judgment of Solies, is substantially and active a substantial or destination of servicing to the solicity of the solicity
problems interprote Line American group countries and an article for any and all indeptubeness to Seller, tables to Seller, under the seller and an article seller and an article seller and seller and seller and particle and article seller and	euracidadelin latest, oving by Byse to Salier stall immediately became due and payable without nobes and Sales stall because have all of the rights and senselides of a salier under applicable i
pubmentities aciety from Buyer's state, lesse or transfer cauch goods, and (iii) proceeds and accessions of and being a fringen. Buyer activities Seller's because and iii) proceeds and accessions of and the any and all of the fringening. Buyer activities Seller's because and file, at an	mappamaperocode in this Order. Il Solier exercises such right to terminate, Buyer shall be liable for the charges and adjustments referred to herein, in addition to any other remedites Seller may have
of free greaters gatements with respect to seek poods, speed only by the Solier and to pharwise perfect such security interest on Buyer's behalf, and will cooperate fully in accomplishing the same shall ness to Ruser accomplishing the same	14. REMEDIES and LIABILITY.
4. RISK OF LOSS, DELIVERY and ALLOCATION. Liability for tast or damage to any goods provided homunder shall pass to Buyer according to the INCOTERM selected pursuant to Section 2 hamed,	k <u>KRUGENDERINGEN KRUITUR, KRU</u>
*** **********************************	without
(trubby posterinabetions and efficiency) own requirements for further manufacture or other use. Safer has the right to deriver goods and services in installments. Safer shall not be liable	Comparability for Sea and all other charges associated with the submit of such goods being the submit of s
upanacement of the control of the co	at .
brandbaggid, Deleys in pofformance, elseway, nonconferently or an installinent stall not relieve Buyer of its obligations hereunder with respect to any other installinents, each installinent stall not relieve Buyer of its obligations hereunder with respect to any other installinents, each installinent stall not relieve Buyer of its obligations here in the relieve to the relieve	ر پ
because a soprate durante, uneve sour a limit retor. Long the sour and the source of t	and the analysis and the service of
man histomotal backets Seller's sole and exclusive direction. Byer shall not solicit for employment for itself of for any other person or entity, any personnel of Seller involved in the person or entity, any personnel of Seller involved in the Selle	کو
STREAM AND STREAM AND	ptoward bleach Seler's warranty for such services as described in Section 8, Seller's sole and exclusive liability for such breach will be (at Seller's option) to reperform such services o

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Case 08-35653-KRH Doc 1<u>29</u>3

Filed 12/24/08 Entered 12/24/08 10:03:17 Desc Main cument Page 10 of 19

SALES INVOICE

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. **101 Tournament Drive** Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

7117089
INVOICE DATÉ
16-OCT-08
PURCHASE ORDER NO.
2169298
CUSTOMER NO.
5002277
DUE DATE
15-NOV-08
COMMERCIAL INV NO.
8824489

INVOICE NO.

SHIP TO LOCATION: 0755

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 1100 CIRCUIT CITY ROAD STORE #755 / CRAIG HUNT MARION IL 62959

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS		SALESMAN	SBU	GEO CODE NO
90383227	09-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COI	COLEEN BOHNERT		141991730
P/S BATCH#	P/S NO,	SHIPPED VIA	WAYE	BILL NUMBER	NO. OF PKG	s. WEIGHT		SHIP DATE
308881	8824489	UNITED PARCEL SERVICE	1Z0542	X0372079310	5	76.8	16-	OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD O	TH,AU,BDA-100S1 / RETAIL PKG W/	30	31.85	955.50
				i l		
	1			ì		
				1		
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					1	
				1		
		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Business of Motorola, Inc Record Invoice No. on your che	d Home Solutions	MERCHANDISE	955.50
SEVERAL PAC	KING SLIPS.		our plant. All claims for allowance must be made within 10 d	ays from date of invoice.	TAX	0.00
	DICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	Do not return merchandise without our permission. Merchan prepaid to be accepted. Seller represents that with respect to	o the requisition of the	FREIGHT/DELIVERY	· · · · · · · · · · · · · · · · · · ·
CHARGE.			articles and/or the performance of the services covered by the complied with Section 6, 7 and 12 of the Fair Labor Standard	his invoice. It has fully ds Act. as amended, and		0.00
			of regulations and orders of the United States Department of	f Labor issued under	TOTAL	955 50

MIU

of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

TAX 0.	0.00	TAX
DELIVERY 0.	0.00	FREIGHT/DELIVERY
TOTAL 955.	955.50	TOTAL

datedratester aneone system and/or a multiple multipoint distribution system, and (ii) the goods and/or services that it purchases from Seller under this Order Acknowledgment ("Order") will be use	484 Select to Buyer hereunder constitute direct infrincement of any valid United States eatent and Select shall can all Damaness managed from which controlled may be taken a constitute of the selection of the s
indefined system, and (iii) these goods and/or services will not directly be used to further the illegal thelt of services or any other unsuthorized receipt, intercaption, publication, d	regiment instruction on condition that Selec (i) is promotely informed and furnished a conv. of each communication notice or other parties of the parties of the control of
intarterence with any privately owned transmissions of information.	Promotinand assistance necessary to defend or selbe such suit or proceeding in such a manner as Sales shall determine and (III) is risen cale marked of the reference flower inclination to the contract of the reference flower inclination to the reference flower incli
2. PRICES. (To Unloss otherwise Indicated on the front of this Order, all prices are quoted EX-WORKS Seller's manufacturing facility according to INCOTERMS 2000. In order to be valid, any different shipping to	feature and selfo such suit of proceeding. If any poords manufactured to Salke and sunning a processing of suits of the sunning of suits of sunning
mespacepitm to INCOTERNS 2000. Consistent with the foregoing and unless otherwise specified on the front hereof, the prices specified herein do not include any insurance, transportation, shipping, ta	
Organizations or dutes (now or hereafter enacted) relating to the goods and/or services provided hereunder, all of which shall be Buyer's responsibility, and are subject to any minimum purchase	-
idable be suppicable to Buyer. In respect of the provisions of goods or services by Seller, Buyer shall pay those sales or other bases, however designated or tevied (including any value added or s	grantia, 188 left thestansportation costs and the purchase price, less any applicable despectation or credit for use, of such cooks. (The infrincement is alliened order to completion of the Co
gradity proof, on the sale or use of such goods and/or services other than taxes based upon Seller's capital or net income. All taxes shall be pre-paid by Seller and invoiced at cost to, and paid to	
Emperior and income are subject to change by Seller at any time upon not less than len(10) days prior notice to Seller. Buyer's sole and exclusive right upon receipt of such notice shall be to	alco ha
Lecta present purpose for goods and/or services affected by the change in price by giving written notice to Seller within the sixty (60) days after the date of Seller's notice. If Buyer ta	Oliving and the Buyer if any suit or proceeding is brought against Saler based on a claim that the monte manufactured by Saler to compliance with Buyer's considerations in processing the saler to the
to Seller of such cancellation, all Orders shall remain in full force and effect except for the price, which shall be the price set forth in Seller's notice.	Charge pagent
3. PAYMENT TERMS, TITLE. Seller may elect to extend credit to Buyar, in Seller's sole discretion, under Seller's standard credit terms and conditions as may be applicable from time to time. If Seller does not	(c) Limitation of Proprietary Rights Indemntification, in no event shall Seller be liable for arrs. (i) infrincement by cooks or assectated Software manufactured and/or sunnited by third number (ii) infrincement
experimendabilityer, payment for goods and services delivered hereunder shall be in advance of, or as a condition to delivery of such goods and/or services, as Seller may direct. If for any reason	
directionabilia poproved credit line, the amount of overage will become immediately due and payable. In addition, if Buyer places an order for goods and/or services which will cause Buyer's outsign	licenses
Expendition to approved credit the amount over Buyer's approved credit must be hald in advance of, or as a condition to delivery of goods and/or services under such order. After the due date to	infequency Sectoral Software: (v) royaldes payable with respect to, or houlisectual property claims related to intellectual property rights associated with compilance with the Moving Pictu
or impression one and one-half (1 1/2) percent of the unpaid belance (annual rate of 18%) or the maximum late payment penalty charge permitted by the law will be added for each month or part thereof t	The MPEG-2
isodialised agency shall also be responsible to reimburse Sallar for all costs associated with Seller's attempt to collect amounts due under this Order, including all costs associated with employing a	
of Boomana and a case to collect amounts due. The Seller has the right at any time to change the amount of credit or terms of payment or to withdraw credit and to require partal or full payment	Describing with compliance with or implementation of standards stated by other public or private bedreat shading the Life ANSI ISOMEC and Cable (as carriants) are well as third norty
an institution and the stripments or providing additional services. Seller may accelerate all open credit and require payment "on demand" if Buyer breaches any obligation owed to Seller under this	standards such as 5C Digital Transmission Content Protection, DVB and Delby Digital Audio.
dipromentabilit Sellor performs services or delivers goods in installments, each installment shall be deemed to be a separate delivery for purposes of this section. Payment shall be made without ragar	THE TERMS AND CONDITIONS OF THIS ORDER CONTAIN THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR INFRINGEMENT OR THE LIKE OF PATENTS. TRANSHARKS CORYRIGHTS TRANS
Expensible and or may make any inspection or tests. Anything herein to the contrary notwithstanding, if either the performance of services or the shament of goods is delayed at Buyer's request, paym	SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THIS ORDER, WHETHER DIRECT OR CONTRIBUTIONS AND IS IN IF I DE ALL WARRANTIES EXPRESS. INDIRECTOR
Autocoditabilitie Seller is prepared to render such services or make such shipments of goods. Any goods held thereafter by Seller or carrier for Buyer shall be at Buyer is sole risk and expense. Any vo	OR STATUTORY IN REGARD THERETO, INCLUDING, WITHOUT LIMITATION THE WARRANTY ACAINST INFRINGEMENT SPECIFIED IN THE INJECTION COLAMBER OF COL
celebited feathis Order shall be serned by Buyer only after payment of all emounts (at nondiscounted prices) owed by Buyer to Seler relating to the minimum amount of goods and/or services necessary t	13. TERMINATION. Except as committed in Section 2 harvest this Order chall not be terminated by Bases without Select methods and selection of the committee of
station and parament for such discount. Thereafier, a credit will be issued to Buyer's account which, at Buyer's election, may be applied to any open involces or against future purchases of goods and/or	Embado character and a price a
Petale Note Selection of the foregoing. Select may elect, at Select's discretion, to first apply any eamed, volume discount against outstanding, past due involces issued to Buyer. Any credit applied to	THE CONTRICTION OF THE PROPERTY OF THE PROPERT
petatomentation shall not on 156 Buyer to any volume discount which would otherwise arise as a result of making such payment. The passage of risk of loss notwithstanding, all right, title and inter-	BENEVATION OF STATES With Marky (17) months and influence control of states observed a potential with the state of states of s
dedictions/concerning which gite passes under this Order is reserved to Seller until the full purchase price for all goods and services hereunder has been fully and finally paid. If Buyer	
aurmentifieding to Selier, Selier shell have the right to take possession of any goods delivered hereunder as may be in Buyer's possession or control, and to resall, retain or otherwise dispose of the	
egrafibablech ungald sums any moneys received (net of costs and expenses) as a result of any resale of such goods. Buyer hereby consents to the entry of a judgment or order in any competent jurisdiction	de Management and the second of the second o
pendition that security, permitting Seller to enter upon any premises on which such goods may be situated and take possession of such goods thereon or ramove the same therefrom, without liability to Bu	Setting control in the setting of the setting in control in the setting in the se
property was basegents, for any demages caused by such exercise of Seller's rights. As further security for any and all indebtedness to Seller, Buyer hereby grants to Seller, until such time as full pa	MATCHINGTON DIVINE IN THE PROPERTY OF THE PROP
construction of the money security interest, with priority over all other security interests, in all (i) goods to which Buyer has or will acquire life herounder, (ii) present and future acc	hospitational in the Order. (Solar entries out which the Control of the Control o
Puttered representance on Buyer's sale, lease or bansfer of such goods, and (iii) proceeds and accessions of and to any and and to any and buyer authorizes Seller to execute and file, at an	(M)
of their granding statements with respect to such goods, signed only by the Seller and to otherwise perfect such security interest on Buyer's behalf, and will cooperate fully in accomplishing the same	14. REWEDIES and LIABILITY.
shall pass to Buyer according to the INCOTERM sal forth in Section 2 above.	(a) Nonconforming Goods/Warranty Returns. Where Buyer timely and rightfully miscs or revokes acceptance of nonconforming coords and/or coeffee Select of a heavest reliefee to move among an analysis.
4. RISK DF LOSS, DELINERY and ALLOCATION. Liability for loss or demage to any goods provided hereunder shall pass to Buyer according to the INCOTERM selected pursuant to Section 2 hereof,	by Balty Brownider, Selects sole and exclusive liability will be (at Seller's popolity to read; maken creatification and exclusive liability will be (at Seller's popolity to read; Buyer's account (which creati may be arrived to the country and the seller account.)
manages and rate and	Select many such goods returned to Select during the applicable acceptance of warranty terrior, as the case may be upon the following conditions: (a) Grant may not be neturned to Select during the applicable of warranty terrior.
backerballedeca resources, production and deliveries among any or all of Seller's customens as Soller may determine, including without limitation, regular customers not then under contract, as well	serving olderarization (TRSA) and will be refused and returned freight collect to the sender. (b) Goods returned shall be careful and shall be returned freight collect to the sender. (c) Goods returned shall be careful and shall be returned freight to the sender.
(Ocean) goods and affiliable) own requirements for further manufacture or other use. Sefer has the right to deliver goods and services in Installments. Sefer shall not be liable	
(marinarytemyst otherwise) incurred by Buyer if Seler falls to meet such dates for any reason, including, but not limited to, the contingencies stated in Section. Thereof or any other unavoidable pro	Section of all the shipped in accordance with all other instructions (if any) contained in the RSA, and (d) All mitim shipmens will pearly inclinate that RSA may be a secondance with all other instructions and a secondance and
betraction than the property of samples by Buyer, modification of specifications previously agreed upon, delays in submission of specifications acceptable to Seller or delays due to the fact that Seller	Section-beginning to examination by Soller. The failure of Buyer to combit with the provisions of this Section (4(a) shull, at Soller's shullow with the secure of the Soller and remedies with sense of the Soller and secure of the Soller and Soller and secure of the Solle
programments, beforemance, delivery, noncomformity or nondelivery of an installment shall not relieve Buyer of its obligations hereunder with respect to any other installments, each install	ر پ
bemended by a separate contract. Unless specified on the front hereof. Seller shall select the mode of transportation and the camer for goods delivered hereunder. In addition, Seller shall select t	associate the first in a responsibility of Buyer. Including fish of loss, shall be presponsibly of Buyer. I Sales does be an arranged and a supering the of Buyer. Including fish of Buyer. I Sales are supering the original and a supering the supering th
permentance services, including without limitation the right, in its sole discretion, to use agents or subcontractions to perform the services to be rendered hereunder. All persons performing a	49/89/se which are determined by Seller to be free of defect or otherwise conforming to the warranties hereunder, such goods shall be subject to see Seller instances the right to withhere
THE CONTROL OF THE CO	remedy hereunder with respect to nonconforming goods until Buyer has fully paid any past due amounts owed to Salter. (b) Sarxices. Where Buyer timely and rightfully notines Selter thet services.
C INVENTION WITH A PACESTALITE A SEASON ASSESSMENT OF THE CO. TO THE CO.	Warranty for such services as described in Section 9, Seller's sole and exclusive liability for s
anielierunderen isten in Anter Lande. Auf gebras deutscheine Anter Lande der Schleiber	Buyer's lees paid for such services.

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Case 08-35653-KRH Doc 1293

Filed 12/24/08 Entered 12/24/08 10:03:17 Desc Main

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION:	DICUMONIDOOA	\neg
DILL TO LOOK HOW.	RICHMOND001	
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CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

INVOICE NO.
7113416
INVOICE DATE
26-SEP-08
PURCHASE ORDER NO.
2153769
CUSTOMER NO.
5002277
DUE DATE
26-OCT-08
COMMERCIAL INV NO.
8821089

SHIP TO LOCATION:	0353	 	 	
1				

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 680 S LEMON AVE STORE #353 / ANTHONY CALLES **WALNUT CA 91789**

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS		SALESMAN		GEO CODE NO
90379939	19-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLE	EN BOHNERT	185	050377675
P/S BATCH#	P/S NO.	SHIPPED VIA	WAY	BILL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
306659	8821089	ROADWAY	514	-709562-7	80	288	26-	SEP-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE ITEM NUMBER NO. REFEREN		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1 89149N	ASSY,CAR KIT,EIHF,T5,B	T	400	70.65	28,260.00
EIGHT CHARGES ON THIS INV	DICE MAY BE CONSOLIDATED FOR	Make checks payable to General Instrumen Business of Motorola, Inc Record Invoice	t, dba Connected Home Solutions	MERCHANDISE	28,260.0
ERAL PACKING SLIPS.	CT TO 1 1/2% PER MONTH SERVICE	our plant. All claims for allowance must be in Do not return merchandise without our perm	made within 10 days from date of Invoice. nission. Merchandise returned must be	TAX	0.0

MAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act. as amended, and of regulations and orders of the United States Department of Labor Issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Schutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

MERCHANDISE	28,260.00
	20,200.00
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	28,260.00
CURRENCY:	USD

TERMS OF SALE OF GOODS AND CASE AND CAS

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Filed 12/24/08 Entered 12/24/08 10:03:17 Desc Main

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION:	RICHMOND001	

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

7113417
INVOICE DATE
 26-SEP-08
PURCHASE ORDER NO.
2153766
CUSTOMER NO.
 5002277
DUE DATE
 26-OCT-08
COMMERCIAL INV NO.
8821090

INVOICE NO.

SHIP TO LOCATION:	0775	
	4	

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 19925 INDEPENDENCE BLVD STORE #775 / RAY CURRENT **GROVELAND FL 34736**

	ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS		SA	LESMAN	SBU	GEO CODE NO
	90379940	19-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30		COLEE	N BOHNERT	185	100693454
Ì	P/S BATCH#	P/S NO.	SHIPPED VIA	WAY	BILL NUMBER	NO	. OF PKGS.	WEIGHT		SHIP DATE
	306659	8821090	ROADWAY	514	-709574-6		50	180	26-	SEP-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89149N	ASSY,CAR KIT,EIHF,T5,BT		250	70.65	17,662.50
EIGHT CHAR	GES ON THIS INVOICE MA	AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Home		MERCHANDISE	17,662.5
EVERAL PACKING SLIPS. AST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE HARGE.			Business of Motorola, Inc Record Invoice No. on your check. All our plant. All claims for allowance must be made within 10 days fro Do not return merchandise without our permission. Marchandise re-	m date of invoice.	TAX	0.0
		1/2% PER MONTH SERVICE	Do not return merchandise without our permission. Merchandise returned m prepaid to be accepted. Seller represents that with respect to the requisition articles and/or the performance of the services covered by this invoice. It ha		FREIGHT/DELIVERY	0.0
мιυ			complied with Section 6, 7 and 12 of the Fair Labor Standards Act. of regulations and orders of the United States Department of Labor Section 14 thereof. Inquiries should be directed to General Instrum Connected Home Solutions Business of Molorola, Inc., 101 Tourna	as amended, and issued under nent, dba	TOTAL	17,662.5
			Horsham, PA 19044. Telephone No. (215) 323-1000.	imeni Dříve,	CURRENCY:	USI

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Filed 12/24/08 Entered 12/24/08 10:03:17 Desc Main

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR , ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

7113418 INVOICE DATE 26-SEP-08 PURCHASE ORDER NO. 2153767 CUSTOMER NO. 5002277 DUE DATE 26-OCT-08 COMMERCIAL INV NO. 8821091

INVOICE NO.

SHIP TO LOCATION: 0344

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 400 LONGFELLOW CT, STE A STORE #344 / NATALIE KAAIAWAHIA LIVERMORE CA 94550

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ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	LESMAN	SBU	GEO CODE NO
90379942	19-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEE	N BOHNERT	185	050011820
P/S BATCH # 306659	P/S NO. 8821091	SHIPPED VIA ROADWAY		BILL NUMBER -709575-5	NO. OF PKGS.	WEIGHT 205.2	26-	SHIP DATE

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89149N	ASSY,CAR KIT,EIHF,T5,BT		285	70.65	20,135.25
FREIGHT CHAR SEVERAL PACK		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Hom Business of Motorola, Inc Record Invoice No. on your check. All our plant. All claims for allowance must be made within 10 days for Do not calker merchandise.	shipments F.O.B. om date of invoice.	MERCHANDISE TAX	20,135.25
PAST DUE INVO	DICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	Do not return merchandise without our permission. Merchandise re prepaid to be accepted. Seller represents that with respect to the r articles and/or the performance of the services covered by this invi-	equisition of the oice. It has fully	FREIGHT/DELIVERY	0.00
MILI			complied with Section 6, 7 and 12 of the Fair Labor Standards Act. of regulations and orders of the United States Department of Labo		TOTAL	20,135.25

MIU

of regulations and orders of the United States Department of Labor issued unde Section 14 thereof. Inquiries should be directed to General Instrument, das Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

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Case 08-3565 KRH

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Filed 12/24/08 Entered 12/24/08 10:03:17 Desc Main

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION:	RICHMOND001	

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR , ATTN MERCHANDISE PAYABLE RICHMOND VA 23233

7113419
INVOICE DATE
26-SEP-08
PURCHASE ORDER NO.
2153763
CUSTOMER NO.
5002277
DUE DATE
26-OCT-08
COMMERCIAL INV NO.
8821092

INVOICE NO.

SHIP TO LOCATION:	0255
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PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 4000 TOWNSHIP LINE ROAD STORE #255 / MIKE SPARLING BETHLEHEM PA 18020

ORDER NO. 90379943	ORDER DATE	ORDER TYPE OM-STANDARD ORDER MIXE	WH DF1	TERMS NET 30		SALESMAN COLEEN BOHNERT		GEO CODE NO 390770320
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYBILL NUMBER		NO. OF PKGS.			SHIP DATE
306659	8821092	ROADWAY	514-709576-4		72	259.2	26-	SEP-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89149N	ASSY,CAR KIT,EIHF,T5,BT		360	70.65	25,434.0
					İ	
				1		
EIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR VERAL PACKING SLIPS.		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc Record Invoice No. on your check. All shipments F.O.B.		MERCHANDISE	25,434.0
T DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE			our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the		TAX	0.0
ARGE.			prepaid to be accepted. Seller represents that with respect to the articles and/or the performance of the services covered by this in compiled with Section 6, 7 and 12 of the Fair Labor Standards A	FREIGHT/DELIVERY	0.0	
			of regulations and orders of the United States Department of Lat	TOTAL	25,434,0	

or regulations and orders of the United States Department of Labor issued und. Section 14 thereof. Inquiries should be directed to General Instrument, doa Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

2200-10.004B 8/95

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